

6. At all relevant times, Defendant solicited Plaintiff at its North Canton, Ohio, offices requesting that it provide its equipment and personnel to transport freight by air for its customers.

7. Between March 3, 2022 and May 18, 2022, Defendant requested that Plaintiff transport freight payload on fifty-one (51) separate occasions. Plaintiff and Defendant agreed to the terms of the transportation and payment for transportation, pursuant to 51 separate Charter quotations for the specifically requested routes on the specifically requested dates.

8. Each of the fifty-one (51) flights was properly completed, invoiced, and presented for payment to Defendant. (Copies of invoices confirming the performance are attached hereto as **Exhibits 1-51**).

9. As of November 7, 2022, Defendant owes Plaintiff Four Hundred Thirty-Five Thousand Seven Hundred Eighty-Five Dollars and Twelve Cents (\$435,785.12) for the services provided. (See **Exhibits 52-57**, attached hereto and incorporated herein by reference).

10. Despite multiple requests for payment, Defendant has refused to pay Plaintiff for services provided.

COUNT I – BREACH OF CONTRACT

11. Plaintiff restates each of its allegations contained in Paragraphs 1 through 10, above, as though fully rewritten herein.

12. Plaintiff and Defendant entered into 51 agreements wherein Plaintiff agreed to provide services to Defendant.

13. Pursuant to the terms of the agreements, Plaintiff provided the services.

14. Pursuant to the terms of the agreements, Plaintiff invoiced Defendant for the services.

15. Despite compliance with the agreements and providing the services, Defendant has refused to pay Plaintiff.

16. Defendant's failure to pay Plaintiff constitutes a Breach of Contract.

17. As a direct and proximate result of Defendant's Breach of Contract, Plaintiff has been damaged in an amount in excess of Four Hundred Thirty-Five Thousand Seven Hundred Eighty-Five Dollars and Twelve Cents (\$435,785.12), plus interest and costs to be determined at trial.

COUNT II – UNJUST ENRICHMENT

18. Plaintiff restates each of its allegations contained in Paragraphs 1 through 17, above, as though fully rewritten herein.

19. Plaintiff further alleges that ASG has been unjustly enriched to the detriment of Plaintiff by accepting the benefits of its transportation services absent remuneration to Defendant.

20. Plaintiff conferred the requested transportation services, which is a valuable benefit to Defendant.

21. Defendant acknowledged, accepted and benefitted from the transportation services provided by Plaintiff.

22. Plaintiff properly billed Defendant for the transportation services provided.

23. Defendant failed and refused to pay for the transportation services provided.

24. It is inequitable for Defendant to enjoy the benefits of the transportation services provided by Plaintiff without compensating Plaintiff.

25. As a direct and proximate result, Plaintiff has been damaged in an amount in excess of Four Hundred Thirty-Five Thousand Seven Hundred Eighty-Five Dollars and Twelve Cents (\$435,785.12), plus interest and costs to be determined at trial.

WHEREFORE, having fully pled, Plaintiff respectfully requests the Court enter a monetary judgment, including interest and costs, in its favor on Count I and Count II and against Defendant, in an amount to be determined at trial.

Respectfully submitted,

/s/ Jody P. Ryan

JODY P. RYAN (0052036)

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JURY DEMAND

A trial by jury is hereby demanded on all issues herein.

/s/ Jody P. Ryan

JODY P. RYAN (0052036)

CLARK D. RICE (0025128)

GALLAGHER SHARP LLP

Counsel for Plaintiff

INSTRUCTIONS FOR SERVICE

The Clerk of Courts is hereby requested to serve the Defendant by certified mail at the address shown on the Complaint, return receipt requested, and make same returnable according to law.

/s/ Jody P. Ryan

JODY P. RYAN (0052036)

CLARK D. RICE (0025128)

GALLAGHER SHARP LLP

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